

Lisbon

Teamsters #238 (Mixed)

7/1/2005 6/30/2008

MASTER CONTRACT

BETWEEN

CITY OF LISBON

AND

TEAMSTERS LOCAL NO. 238

July 1, 2005 - June 30, 2008



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ARTICLE 1

RECOGNITION

- 1.1 This agreement made and entered into by and between the City of Lisbon, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" or its successors.
- 1.2 The Employer agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in PER Board Case #1941 for those employees as listed: All city employees. Excluded: city clerk, city clerk/administrator, elected officials and all other persons excluded by Section 4 of the Act.

ARTICLE 2

UNION RIGHTS AND RESPONSIBILITIES

- 2.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit;
- a. that it will cooperate with the Employer and support its efforts;
 - b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
 - c. that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union and the public.

ARTICLE 3

DUES DEDUCTION

- 3.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions.

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the City agrees to deduct Union dues of such employee from the employee's pay and remit such deduction to the official designated by the Union in writing to receive such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

- 3.2 The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. For purposes of this Agreement, dues shall include only duly authorized Union dues and shall not include initiation fees, special assessments, back dues, fines or similar items.
- 3.3 The Employer shall make deductions for Credit Union provided the employee has provided proper written authorization.
- 3.4 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 4

NO STRIKE

- 4.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 4.2 No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize ratify, or participate in a strike against the City.
- 4.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee.
 - a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.
 - b. The Union shall, upon notice from the City, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
- 4.4 The foregoing is in addition to any other rights and remedies provided by law.

ARTICLE 5

PROBATIONARY PERIOD

- 5.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
- a. The probationary period for public works shall be six (6) months. The probationary period for a police officer shall be one (1) year. On promotional appointments, the probationary period for employees shall be six (6) months.
 - b. Probationary employees may be terminated by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
 - c. Permanent employee who vacates his/her position to accept a promotional appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.
 - d. Upon completion of the probationary period, seniority shall be from the original date of hire.
- 5.2 Except for promotional appointments, no probationary employee shall be entitled to any fringe benefits under the terms of this Agreement unless determined otherwise at the sole discretion of the Employer.

ARTICLE 6

EMPLOYEE HOURS

- 6.1 Whenever possible and except as otherwise determined by the employer, each employee shall receive a one (1) hour non-paid lunch period during a nine (9) hour day. The Police Department shall work a nine (9) hour work day which includes a one (1) hour lunch period and will be on call during the lunch period.
- 6.2 During each shift employees may be scheduled on the job two (2) fifteen (15) minute rest periods whenever possible.

ARTICLE 7

VACATIONS

- 7.1 All regular full-time employees shall be entitled to vacation time with pay as follows:
- | | |
|---|-------------------|
| After one year | 5 days |
| After two (2) thru nine (9) years of service..... | 10 days each year |
| After nine (9) thru twenty (20) years of service..... | 15 days each year |
| Over twenty (20) years of service..... | 20 days each year |
- 7.2 New employees are not entitled to vacation until completing one (1) year of service.
- 7.3 All vacation time shall be used within the year from the employee's anniversary date and shall be non-accumulative except under extenuating circumstances approved by the council. All vacation time requests beyond one (1) day must be made in writing for approval by the Employer at least five (5) working days in advance of the requested vacation days. The Employer, at its discretion, may waive the five (5) day notification in cases of emergency. A written request for a one (1) day vacation must be given to the Employer by the end of the prior work day. Only one (1) employee request for the same vacation period will be granted unless approved otherwise by the Employer.
- 7.4 If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement, resignation, or dismissal.

ARTICLE 8

HOLIDAYS

8.1 Legal Holidays observed are:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4th	Day Before Christmas
Labor Day	Christmas Day
Veteran's Day	One Personal Day

8.2 All employees entitled to holiday pay will observe the holiday on the day on which it falls. The holiday will be celebrated on the preceding Friday, if the holiday occurs on Saturday, and on Monday where the holiday occurs on Sunday. Employees will be paid at their regular rate of pay for a holiday occurring or observed on a day when they are not scheduled to work.

8.3 When an employee is scheduled to work, they shall be paid their regular pay for the holiday plus the holiday pay.

ARTICLE 9

INSURANCE

- 9.1 The City shall provide twenty-five thousand dollars (\$25,000.00) of group term life insurance for each regular full-time employee.
- 9.2 The Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of one hundred sixty-one dollars (\$161.00) per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective July 1, 2006, the Employer shall contribute one hundred seventy-two dollars (\$172.00) per week in the same manner. Effective July 1, 2007, the Employer shall contribute one hundred ninety-two dollars (\$192.00) per week per employee in the same manner.

The City will pay the entire cost of the premiums in year one. In year two (2), the employees will pay three and ½ percent (3.5%) of the weekly premium per month or (\$24.08). In year three (3), the employees will pay four percent (4%) of the weekly premium per month or (\$30.72).

- 9.3 All the terms and conditions of the existing insurance policy shall supersede any agreement in this Article. Coverage periods and dates of premium payments necessary for coverage shall be determined by the insurance carrier (company).
- 9.4 The insurance carrier may be changed during the term of this Agreement, however, plan benefits will not be reduced without a mutual agreement of the Employer and the Union.

ARTICLE 10

SALARIES - WAGES

10.1		<u>Hourly Rate</u>		
		<u>2005</u>	<u>2006</u>	<u>2007</u>
	Chief of Police	16.94	17.45	17.97
	Police Officer	14.77	15.21	15.67
	Superintendent of Sewer & Water	17.58	18.11	18.65
	Superintendent of Streets	17.19	17.71	18.24
	Public Works Employees	14.19	14.62	15.06

All full-time employees will receive longevity pay upon completion of the following years:

5 years - 9 years	.07 cents per hour
10 years – 15 years	.12 cents per hour
16 years – 20 years	.14 cents per hour
21 years – 25 years	.17 cents per hour

10.2 All new employees hired will be paid upon the following:

- 80% of the hiring base
- 85% of the base after 6 months
- 90% of the base after 12 months
- 95% of the base after 18 months
- 100% of the base upon completion of 2 years

Employees may progress at an accelerated rate prior to the completion of the designated months of service by city council action.

10.3 All regular full-time employees shall be paid for any hours worked in excess of the employee's normal work week in accordance with the provisions of the Fair Labor Standard Act.

10.4 When an employee is called back to work after the regular shift ends or before the shift begins, the employee shall be paid a minimum of two (2) hours of pay at the employee's regular rate of pay.

10.5 The City will provide semi-monthly pay dates on the fifteenth (15th) and thirtieth (30th) of each month. Pay dates will fall on the preceding date if the fifteenth (15th) or thirtieth (30th) of the month falls on Saturday, Sunday, or a holiday.

10.6 Court Time

- a. Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.
- b. No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with city or county attorney or their assistants, but no subpoena is required for attendance at a Driver License suspension hearing scheduled by the Iowa Department of Transportation.
- c. An employee required to appear for any of the above on off-duty hours will be paid for all hours spent at the employee's regular rate of pay.
- d. Cases involving an employee's personal matters, and which are not City related, shall be excluded under this Article.

10.7 The City shall compensate an employee at the rate of twenty and one-half cents (20.5) per mile when the employee is required to provide their own transportation in order to perform their job function when authorized by the employee designated supervisor to use of personal vehicle.

10.8 The City shall provide a maximum of one thousand dollars (\$1,000.00) per year for the Police Department for wash and wear uniforms and other clothing that is job related (shoes and boots). Use of said funds to be by the issuance of purchase orders approved by the Mayor.

10.9 All travel expenses out of the City attendance at educational meetings or training shall have advance approval from the City Council or its designee in order to be qualified for such reimbursement.

10.10 Permanent part-time employees who work thirty (30) hours, but less than forty (40) hours a week, will receive all benefits on a pro rated basis.

ARTICLE 11

SENIORITY

- 11.1 Seniority shall be defined as continuous length of full-time service to the City of Lisbon.
- 11.2 An employee shall forfeit his/her seniority rights when he/she resigns, is terminated and is not reinstated, or retires.

ARTICLE 12

STAFF REDUCTION

- 12.1 When the City determines it necessary to reduce the work force, the employees with the least seniority within each department shall be laid off first if the remaining employees can qualify to do the work as determined by the City. When recalling employees they shall be recalled according to seniority to the department which the employee was laid off, if they are qualified for the positions to be filled.
- a. In the event of a lay off, an employee so laid off shall be given ten (10) day's notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.
 - b. All employees on lay off status shall retain their recall rights for a period of one (1) year from the date of notice of lay off.
 - c. Permanent part-time employees shall accrue seniority on a pro-rated basis from their original date of hire.

ARTICLE 13
PAID LEAVES OF ABSENCE

13.1 Sick Leave

- a. Each regular employee shall earn sick leave at the rate of one (1) work day for each completed month of service. Sick leave may be accumulated to a maximum limit of one hundred ten (110) days per employee.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.
- d. When an employee is injured from a duty related injury and is eligible for worker's compensation coverage, the difference between the amount paid by worker's compensation and the basic compensation rate of the employee shall be deducted from the employee's sick leave accumulation. Sick leave shall only be deducted on a prorated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.
- e. Pregnancy shall be regarded as any other illness or disability. During leave the employee will not accrue vacation, holiday or sick leave credits.
- f. Employees who upon leaving the employment of the City of Lisbon due to retirement will be entitled to be paid up to one-half of their accrued sick leave.

13.2 Military Leave

Leave of absence shall be granted for any period of active state or federal military service. Benefits for such leave shall comply with current applicable federal and state statutes.

13.3 Funeral Leave

A leave of absence of up to a maximum of three (3) days will be granted (if employee is scheduled to work on said days) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, father, mother, step parents, step children and parents-in-law. A one (1) day paid leave will be granted to attend the service for brother-in-law, sister-in-law, step parent, grandparents, grandchildren and uncles/aunts. Additional non-paid days of leave may be granted at the discretion of the employer.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Section 1. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

14.2 Section 2. Purpose and Procedure

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.
- g. At all steps of a grievance the Employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

14.3 Section 3. First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

14.4 Section 4. Second Step

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

14.5 Section 5. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within seven (7) calendar working days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

14.6 Fourth Step

- a. If the grievance is not resolved satisfactorily in Step Three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The grievant or his/her representative shall submit, in writing, a request to

enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) calendar days after said notice is given. If the two (2) parties within fail to reach agreement on an arbitrator within seven (7) calendar days, the Federal Mediation and Conciliation Service or the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.

- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representatives(s).

ARTICLE 15

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

15.1 Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. The parties shall bargain to replace any clause deleted to the extent that it dealt with a mandatory matter under Section 20.9 of the Code of Iowa.

15.2 Finality and Effect of Agreement

- a. This Agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

15.3 Duration Period.

- a. This Agreement shall become effective as of July 1, 2005, and shall be in full force and effect through June 30, 2008.
- b. This Agreement is executed and agreed upon this _____ day of _____, 2005.

THE CITY OF LISBON, IOWA

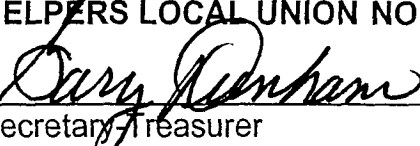


Mayor

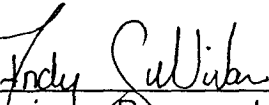


City Chief Negotiator

CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION NO. 238



Secretary/Treasurer



Business Representative

MEMO OF UNDERSTANDING

UNIFORMS

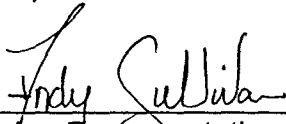
The City shall provide a uniform allowance of four hundred dollars (\$400) for the 2005 - 2008 contract years to be applied toward the purchase and/or maintenance of uniforms and other clothing that are job related. Use of said funds to be by the issuance of purchase orders approved by the Mayor.

The City of Lisbon, Iowa

Chauffeurs, Teamsters and
Helpers Local Union No. 238



City Administrator



Union Representative

Date

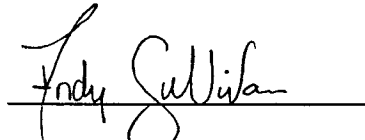
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Date

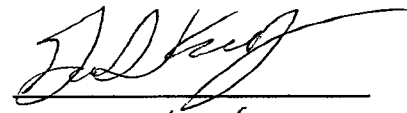
LETTER OF UNDERSTANDING

The City will run a six (6) month trial period (July 1, 2005 - January 1, 2006) to see if the use of pagers is warranted in Public Works. There will be no pager used during this trial period. At the end of this period, both parties will meet to discuss either eliminating the idea of pagers or move forward and negotiate language and compensation. Any decision made will be by mutual agreement of the City and Union.

For the Union:


Date: 5-20-05

City of Lisbon:


Date: 4/26/05